

JEFF FINE
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CIVIL NEW COMPLAINT	333.00
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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

JOHN VALENTINO and MARY CLARE
 VALENTINO, husband and wife,

Plaintiffs,

vs.

CHICAGO CUBS BASEBALL CLUB,
 LLC, a Delaware limited liability company;
 THEO EPSTEIN & MARY WHITNEY
 EPSTEIN, husband and wife; DOES 1-100,
 as individual or business entities,

Defendants.

No. CV2019-013208

COMPLAINT

(Breach of Contract, Breach of the
 Covenant of Good Faith and Fair
 Dealing)

Plaintiffs John Valentino and Mary Clare Valentino (collectively, the
 “Valentinos”), for their Complaint against Defendants, allege and state as follows:

PARTIES, JURISDICTION AND VENUE

1. John and Mary Clare are husband and wife, residing in Pennsylvania.
2. Upon information and belief, Defendant Chicago Cubs Baseball Club, LLC (the “Cubs”) is a Delaware limited liability company doing business in Maricopa County, Arizona.
3. Upon information and belief, Defendants Theo Epstein (“Epstein”) and Mary Whitney Epstein are husband and wife, residing in Illinois. All activities described herein involving Epstein were done for the purpose of furthering the marital interests of Theo Epstein and Whitney Epstein.

1 4. Fictitious Defendants identified as Does 1-100, individuals or otherwise
2 unknown entities, may have liability with respect to the matters alleged herein. At such
3 time as their liabilities and indemnities become known, Plaintiffs will seek leave of Court
4 to amend this Complaint to add their true names.

5 5. Defendants caused events to occur in Maricopa County, Arizona, out of
6 which the following causes of action arise.

7 6. This case arises out of a Residential Lease Agreement involving Premises
8 located at 6300 E. Huntress Drive, Paradise Valley, Arizona 85253 (the "Premises").

9 7. The Court has jurisdiction over the parties and the claims alleged herein,
10 and venue is proper pursuant to A.R.S. § 12-401.

11 **GENERAL ALLEGATIONS**

12 8. The Valentinos are the owners of the Premises.

13 9. The Valentinos reside in Pennsylvania.

14 10. On or about January 5, 2015, the Valentinos, as Landlord, entered into a
15 written Residential Lease Agreement (the "Lease") with Defendants (identified as
16 Chicago Cubs c/o Theo Epstein), as Tenant, for the lease of the Premises. A true and
17 correct copy of the Lease is attached hereto as Exhibit "A."

18 11. The Lease required a security and pet deposit in the amount of \$5,000.00
19 (the "Security Deposit").

20 12. Defendants possessed the Premises, with Epstein's dog, from February 2,
21 2015 until sometime in April, 2015.

22 13. Epstein vacated the Premises without notice to the Valentinos.

23 14. After Epstein vacated the Premises, the Valentinos returned to the Premises
24 and discovered a terrible odor and urine-stained carpeting.

25 15. After Epstein vacated the Premises, the Valentinos also discovered damage
26 to the Premises which included, but is not limited to, the following:

- 27 a. Urine stains on the carpeting, which penetrated the pad and concrete
28 slab;

- b. Urine stains on the tile and stone flooring, which penetrated the grout;
- c. Scratches and damages to the door jams, wood trim, cabinets, and walls throughout the house;
- d. Urine stains on numerous wood door jams and cabinets;
- e. Drywall damage, including a hole in the wall behind the garage entry door into the laundry area;
- f. Urine stains on the leather and cloth furniture;
- g. Stains on the six high-top dining chairs;
- h. Scratches on the dresser and broken door on the night stand in the middle bedroom;
- i. Broken/missing cabinet handles in the middle bathroom;
- j. Broken/torn shower curtain and hooks in bathroom;
- k. Stained comforter;
- l. Broken corner of one flagstone slab at fireplace hearth;
- m. Hot/tub spa left in unsanitary condition with missing parts;
- n. Broken chaise lounge chair;
- o. Broken pool umbrella;
- p. Ripped custom grill cover; and
- q. Chalk drawings on the patio and walkways and balls and debris on the roof.

16. The above-referenced damages were directly and proximately caused by Defendants' occupancy of the Premises.

17. Upon information and belief, Epstein was aware that his dog had urinated throughout the Premises and concealed that fact from the Plaintiffs.

18. Even as of 2017, Epstein acknowledged that he still could not get his dog to stop peeing in his house. See Exhibit "B" attached hereto.

19. Defendants failed to notify the Valentinos of the damages caused to the Premises.

1 20. Defendants accrued substantial utility charges during their occupancy of the
2 Premises, most of which arise from natural gas usage from continuous use of the pool
3 heater. Defendants have not compensated the Valentinos for the excessive natural gas
4 charges.

5 21. On or about April 16, 2015, the Valentinos notified Defendants of the
6 damage discovered to date, an initial estimate of the repairs which exceeded the Security
7 Deposit, that the Security Deposit would be retained and applied to partial payment of the
8 utilities, cleaning, and damages, and that additional money will be owed by Defendants.

9 22. Defendants did not respond to the Valentino's April 16, 2015
10 correspondence.

11 23. The Valentinos attempted to remediate the Premises through major
12 cleaning, power washing the patio and walls, having the carpet cleaned and treated,
13 having the tile cleaned and treated, fumigating the Premises and replacing the air
14 cleaners, and touching up paint.

15 24. Despite the Valentinos' repair efforts, the Premises remained unfit for
16 occupancy for an extended period of time because the urine penetrated through the
17 carpeting and pad to the slab, and penetrated the tile grout.

18 25. On or about February 22, 2017, legal counsel for the Valentinos provided a
19 partial repair estimate to Defendants of \$51,405.02, which did not include replacement of
20 damaged furniture or personal Premises items, and requested Defendants' insurance
21 information for coverage of the damages.

22 26. Defendants have not provided information on their insurance carrier
23 coverage.

24 27. To date, except for the Security Deposit, Defendants have failed to
25 compensate the Valentinos for the above-referenced damages.

26 28. The Valentinos have been unable to re-let the Premises until the above-
27 referenced damages are fully addressed.
28

1 29. The Lease required payment of \$38,000.00 in rent, which was paid by
2 Defendants.

3 30. The Lease provides the following:

- 4
- 5 a. The Landlord has supplied, and the Tenant agrees to use and maintain in
6 reasonable condition, normal wear and tear excepted, the furnishings
7 noted by Tenant. The Tenant shall have seven days from February 2,
8 2015 to report any damages to Landlord. Thereafter, Tenant shall be
9 responsible. *See Lease at Section 5.*
- 10 b. During the term of this Lease or after its termination, the Landlord may
11 charge Tenant or make deductions from the Security Deposit for any or
12 all of the following:
- 13 i. Repair of walls due to plugs, large nails or any unreasonable number
14 of holes in the walls including the repainting of such damaged walls;
15 ii. Repainting required to repair the results of any other improper use or
16 excessive damage by the Tenant;
17 iii. Any other repairs or cleaning due to any damage beyond normal
18 wear and tear caused or permitted by the Tenant or by any person
19 whom the Tenant is responsible for;
20 iv. Excessive use of all utilities, including but not limited to water, gas,
21 phone and cable;
22 v. In the event that Tenant should wish to use pool heater, Tenant shall
23 be responsible for gas consumed thereon;
24 vi. Any repair needed as a result of the Tenant's occupancy;
25 vii. For the purpose of this clause, the Landlord may charge the Tenant
26 for professional cleaning and repairs if the Tenant has not made
27 alternate arrangements with the Landlord. *See Lease at Section 12.*
- 28 c. During the term of this Lease or after its termination, the Landlord may
charge the Tenant or make deductions from the Security Deposit for ...
damage or losses suffered to the Premises or surrounding Premises caused
by any pets owned by the Tenant or allowed on the Premises by the Tenant.
See Lease at Section 16.
- d. In the event that the Landlord is required to file a legal action against the
Tenant in relation to this Lease, Tenant shall be required to reimburse the
Landlord for all reasonable attorney fees and costs. *See Lease at Section*
22.

1 e. The Tenant will promptly notify the Landlord of any damage, or of any
2 situation that may significantly interfere with the normal use of the
3 Premises or to any furnishings supplied by the Landlord. See Lease at
4 Section 31.

5 f. The Tenant will keep the Premises reasonably clean. See Lease at Section
6 33.

7 g. At the expiration of the term of this Lease, the Tenant will quit and
8 surrender the Premises in as good a state and condition as they were at the
9 commencement of this Lease, reasonable use and wear and tear excepted.
10 See Lease at Section 39.

11 31. After damage to the Premises was discovered, the Valentinos offered
12 Defendant Epstein the opportunity to examine the Premises, but he did not accept the
13 offer.

14 **COUNT I**
15 **(Breach of Contract)**

16 32. The Valentinos re-alleges the foregoing paragraphs as if fully set forth
17 herein.

18 33. The Lease constitutes an enforceable contract.

19 34. Defendants breached the Lease by failing to promptly notify the Valentinos
20 of the damage to the Premises and furnishings supplied.

21 35. Defendants breached the Lease by failing to keep the Premises reasonably
22 clean.

23 36. Defendants breached the Lease by failing to surrender the Premises in as
24 good a state and condition as at the commencement of the Lease, reasonable use and wear
25 and tear expected.

26 37. Defendants damaged and defaced the Premises and furniture therein
27 through permeating urine stains, drywall damage, scratches, and other Premises damage
28 set forth in Paragraph 15 herein.

38. Defendants breached the Lease by failing to reimburse the Valentinos for
the excess utility charges associated with heating the pool.

39. The Valentinos suffer continual damages as a direct result of Defendants' breach of the Lease, including (without limitation) cost of repair, replacement costs, and loss of rental income, in an amount to be proven at trial.

40. The anticipated amount of the Valentinos' damages is sufficient to qualify this action as "Tier 2" under Rules 8(b) and 26.2(c)(3) of the Arizona Rules of Civil Procedure.

41. This action arises out of a contract and, therefore, the Valentinos are entitled to the reasonable attorneys' fees and court costs incurred in pursuing this action in accordance with Section 22 of the Lease, A.R.S. §§ 12-341 and 12-341.01, or otherwise.

COUNT II
(Breach of the Covenant of Good Faith & Fair Dealing)

42. The Valentinos re-allege the foregoing paragraphs as if fully set forth herein.

43. The covenant of good faith and fair dealing is implied in the Lease.

44. Defendants breached the covenant of good faith and fair dealing by surrendering the Premises in the deplorable condition described herein.

45. Defendants' conduct has prevented the Valentinos from receiving the benefits of the Lease—the return of the Premises in the condition in which it was delivered.

46. Defendants' breach of the implied covenant of good faith and fair dealing has directly and proximately caused the Valentinos to incur damages in an amount to be proven at trial.

47. The anticipated amount of the Valentinos' damages is sufficient to qualify this action as "Tier 2" under Rules 8(b) and 26.2(c)(3) of the Arizona Rules of Civil Procedure.

48. This action arises out of a contract and, therefore, the Valentinos are entitled to the reasonable attorneys' fees and court costs it incurs in pursuing this action

1 in accordance with Section 22 of the Lease, A.R.S. §§ 12-341 and 12-341.01, or
2 otherwise.

3 **WHEREFORE**, the Valentinos request judgment against Defendants as follows:

- 4 A. For an award of damages to be proven at trial;
5 B. For the Valentinos' costs and attorneys' fees incurred herein pursuant to the
6 Lease, A.R.S. §§ 12-341 and 12-341.01 or otherwise, which in the event of
7 default shall be no less than \$10,000.00;
8 C. For pre-judgment interest on the liquidated amounts at the maximum rate
9 allowed by law from the date incurred until paid in full;
10 D. For interest on all amounts at the maximum rate allowed by law from the date
11 of Judgement until paid in full; and
12 E. For such other and further relief as the Court may deem appropriate.
13

14
15 **DATED** this 10th day of October 2019.
16

17
18 **WARNER ANGLE HALLAM JACKSON**
19 **& FORMANEK, PLC**

20 By 

21 John A. Buric
22 Andrea Simbro
23 Justin K. Gowan
24 2555 East Camelback Road, Suite 800
25 Phoenix, Arizona 85016
26 Attorneys for Plaintiffs
27
28

Exhibit A

Exhibit A

Residential Lease Agreement

THIS LEASE (the "Lease") dated this 5th ^{January, 2015} ~~of December, 2014~~ ^{TE}

BETWEEN:

Mary Clare Valentino (the "Landlord")

OF THE FIRST PART

- AND -

Chicago Cubs r/o Theo Epstein (the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as 6300 E. Humbreus Drive, Paradise Valley, Arizona 85253 (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
2. Occupancy shall not exceed eight (8) people.
3. No pets or animals are allowed to be kept in or about the Property without the prior written permission of the Landlord. Permission is hereby given for a small dog. A pet deposit shall be required (See "Security and Pet Deposit").
4. The Tenant agrees and acknowledges that the Property has been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
5. The Landlord has supplied and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the furnishings noted by Tenant. The Tenant shall have seven days from February 2, 2015 to report any damages to Landlord. Thereafter, Tenant shall be responsible.

Term

6. The term of the Lease shall be for eight weeks starting at 3:00 p.m. on February 2, 2015 and ends at 12:00 noon a date. The departure date (no later than April 3, 2015) is to be determined by the Tenant no later than January 7, 2015.
7. Because of the nature of this rental, in that this property is normally rented on a weekly basis and the rent has been substantially reduced, Tenant shall forfeit all monies paid if Tenant does not notify Landlord of termination in writing 60 days prior to the start of this Lease.

Rent

8. Subject to the provisions of this Lease, the rent for the Property is \$38,000.00 (the "Rent") for the aforementioned term.

9. The Tenant will pay the Rent and Security Deposit for a total amount of \$43,000.00 due on or before January 7, 2015 to the Landlord at 1902 Nicholas Drive, Huntingdon Valley, PA 19006 or at such other place as the Landlord may later designate.

Receipt of \$3,063.93 Security Deposit is hereby acknowledged, which is the balance of the security deposit from prior year rental.

Security and Pet Deposit

10. On execution of this Lease, the Tenant will pay the Landlord an additional security and pet deposit of approximately \$1,936.07, which shall make the total deposit \$5,000.00 (the "Security Deposit").
11. The Landlord will hold the Security Deposit at an account at Susquehanna Bank located at 667 Welsh Road, Huntingdon Valley, PA 19006.
12. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
- a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;
 - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
 - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - i. excessive use of all utilities, including but not limited to water, gas, phone and cable (i.e. Pay Per View);
 - j. in the event that Tenant should wish to use pool heater, Tenant shall be responsible for gas consumed thereon;
 - k. any repair needed as a result of the Tenant's occupancy;
 - l. any other purpose allowed under this Lease.
 - m. For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.
13. The Tenant may not use the Security Deposit as payment for the Rent.

14. Within the 14 days after Landlord's receipt of all bills for consumables at property and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 1060 W. Addison Street, Chicago, IL 60613, or at such other place as the Tenant may advise.

Pet Deposit

15. This amount is included in the amount of the Security Deposit.
16. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
- a. damage or losses suffered to the Property or surrounding property caused by any pets owned by the Tenant or allowed on the Property by the Tenant; and
 - b. damage or losses suffered to the Property or surrounding property due to flea infestation caused by any pets owned by the Tenant or allowed on the Property by the Tenant, including, but not limited to, the cost to professionally clean the Property with de-infestation cleaner at the end of the Tenancy (this cost is in addition to any obligation to steam clean the carpets in this Agreement).
 - c. any other purpose allowed under this Lease.

Quiet Enjoyment

17. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Inspections

18. At all reasonable times during the term of this Lease and any renewal of this Lease, with 48 hours notice, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers. In the event of an emergency, Landlord and its agents may enter without consent of Tenant.

Tenant Improvements

19. The Tenant may NOT make improvements to the Property without the written consent of the Landlord.

Insurance

20. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.

Abandonment

21. If at any time during the term of this Lease, the Tenant abandons the Property or any part of the Property, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may

receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Property by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

22. In the event that the Landlord is required to file a legal action against the Tenant in relation to this Lease, Tenant shall be required to reimburse the Landlord for all reasonable attorney fees and costs.

Governing Law

23. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Arizona, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

24. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Amendment of Lease

25. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

26. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Clauses

27. In consideration of the Security Deposit, Landlord hereby grants Tenant permission to house one small Poodle on the premises.
28. Tenant agrees and acknowledges that he is responsible for hot tub water maintenance. Landlord shall maintain pool. Tenant agrees and acknowledges that he is aware there are health risks associated with spa and pool usage, and that underage Children and Children without Adult Supervision should not use Spa or pool.
29. Tenant agrees to be responsible for utility consumption due to use of pool heater. Pool heater should not be used continually, and should be turned off whenever the pool is not being used. The house gas usage

is approximately \$280.00 per month. The parties hereto agree that any gas billed over \$300.00 per month shall be attributable to pool usage and tenant shall be responsible for the excess over \$300.00 per month. The excess shall be deducted from the Security Deposit.

Damage to Property

30. If the Property, or any part of the Property, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Property will be repaired by the Landlord within a reasonable amount of time and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Property may have been untenable. However, if the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

31. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
32. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants / neighbors.
33. The Tenant will keep the Property reasonably clean.
34. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
35. The Tenant will not engage in any illegal trade or activity on or about the Property.
36. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
37. The Tenant agrees that no signs will be placed or painting done on or about the Property by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Property during the appropriate time periods.
38. If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
39. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Carbon Monoxide Alarm

40. Prior to the Tenant taking possession of the Property, the Landlord will ensure that any carbon monoxide alarm in place is operational. Upon possession, the Landlord will provide the Tenant with working batteries, for all carbon monoxide alarms. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarm upon written request of the Tenant.
41. The Tenant will keep, test, and maintain in good repair all the carbon monoxide alarms in the Property. The Tenant must provide the Landlord or the Landlord's agent with a written notice if any carbon

monoxide alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or not operational. Further, the Tenant must notify the Landlord, or its agent, in writing of any deficiency in any carbon monoxide alarm that the Tenant is unable to fix.

42. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

Hazardous Materials

43. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

44. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Property. In addition, Tenant shall be subject to all the rules and regulations of the Finisterre Home Owners Association.

Address for Notice

45. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

- a. Name: Chicago Cubs c/o Theo Epstein
- b. Phone: 773-404-4167
- c. Post termination notice address: 1060 W. Addison Street, Chicago, IL 60613.

46. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

- b. Mary Clare Valentino, 1902 Nicholas Drive, Huntingdon Valley, PA 19006.

The contact information for the Landlord is:

- d. Phone: 215-947-6665 Fax: 215-947-6663
- e. Email address: maryclare.v@gmail.com.

General Provisions

47. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
48. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
49. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

50. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
51. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
52. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
53. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
54. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
55. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
56. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
57. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
58. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, seamen, employees, agents, invitees or other similar persons.
59. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
60. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

IN WITNESS WHEREOF Chicago Cubs c/o Theo Epstein and Mary Clare Valentino have duly affixed their signatures on this 5th of December, 2014.

Chicago Cubs c/o

Chicago Cubs c/o Theo Epstein

Mary Clare Valentino
Landlord: Mary Clare Valentino

Exhibit B

Exhibit B

Epstein on being named world's greatest leader: 'I can't even get my dog to stop peeing in the house'

Fortune has named Cubs executive Theo Epstein the world's greatest leader



by Mike Axisa [@mikeaxisa](#) Mar 23, 2017 at 12:10 pm ET • 1 min read



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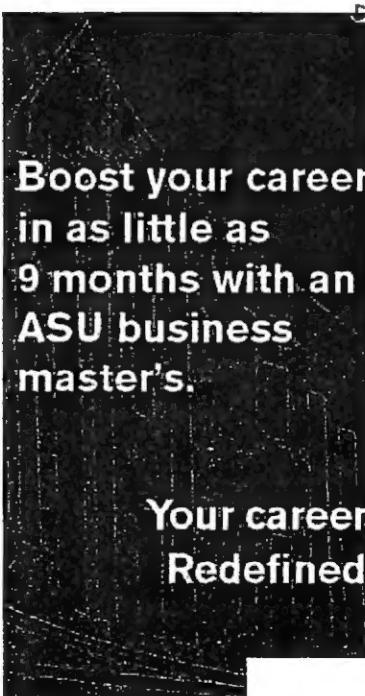
When the time comes, Theo Epstein will ushered right into the National Baseball Hall of Fame with zero opposition. He helped end not one, but two historic World Series title droughts. He was the general manager when the Red Sox won the 2004 World Series, and he is currently the president of baseball operations with the defending World Series champion Chicago Cubs.

That success has earned Epstein a rather prestigious title: world's greatest leader. Yep. Fortune has ranked Epstein as the world's greatest leader this week. He's two spots ahead of the pope. The list also includes politicians and executives with many of the largest companies in the world, and yet, a baseball executive sits in the top spot.

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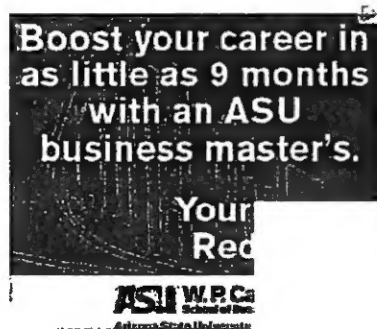


Fortune has named Theo Epstein the world's greatest leader, USATSI

Here's some more, via Fortune:

The Cubs owe their success to a five-year rebuilding program that featured a concatenation of different leadership styles. The team thrived under the affable patience of owner Tom Ricketts, and, later, under the innovative eccentricity of manager Joe Maddon. But most important of all was the evolution of the club's president for baseball operations, Theo Epstein, the wunderkind executive who realized he would need to grow as a leader in order to replicate in Chicago the success he'd had with the Boston Red Sox.

Epstein was of course honored to be named the world's greatest leader by Fortune, but he also told ESPN's Buster Olney it is "patently ridiculous" in a self-deprecating way. Here's what he told Olney:



"Um, I can't even get my dog to stop peeing in the house," he wrote in a text. "That is ridiculous. The whole thing is patently ridiculous. It's baseball—a pastime involving a lot of chance. If Zobrist's ball is three inches farther off the line, I'm on the hot seat for a failed five-year plan. And I'm not even the best leader in our organization; our players are."

While I don't doubt Epstein is a brilliant leader and baseball mind, dubbing him the world's greatest leader is maybe a little over the top? Epstein seems to think so. Either way, that's a heck of an honor.



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Mike Axisa
CBS Sports Writer



Mike Axisa joined CBS Sports in 2013. He has been a member of the BBWAA since 2015 and has previously written about both fantasy baseball and real life baseball for MLBTradeRumors.com, FanGraphs.com, RotoAuthority.com,.... **FULL BIO**

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